



NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – South East Hub

A contract between

The Environment Agency

Horizon House

Deanery Road

Bristol

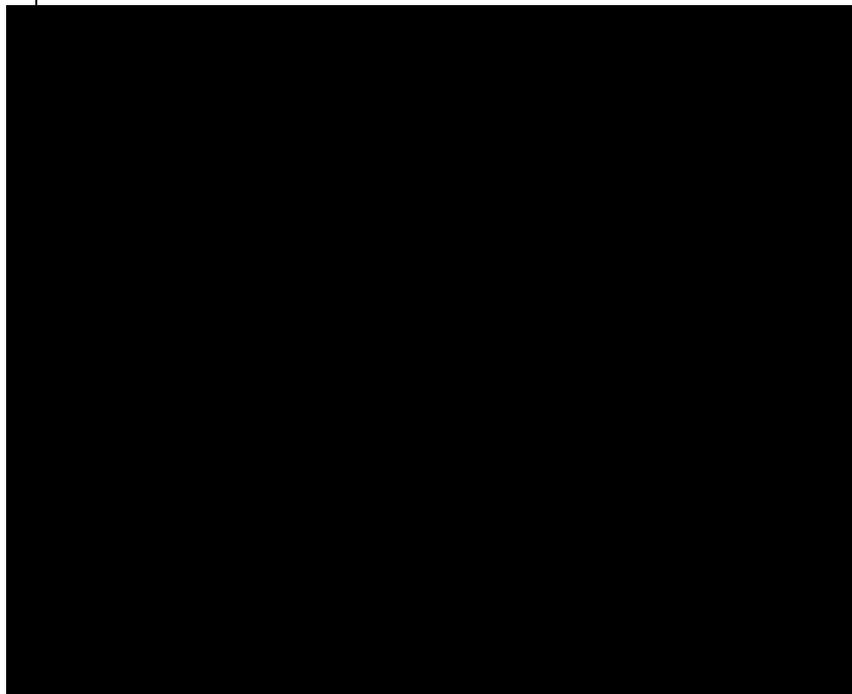
BS1 5AH

And

Land and Water Services Ltd

For

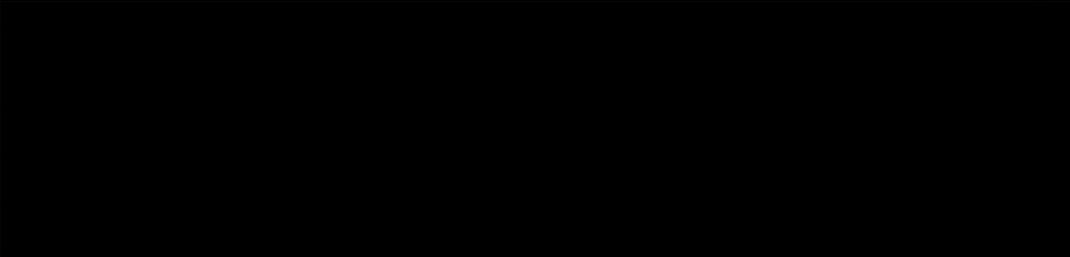
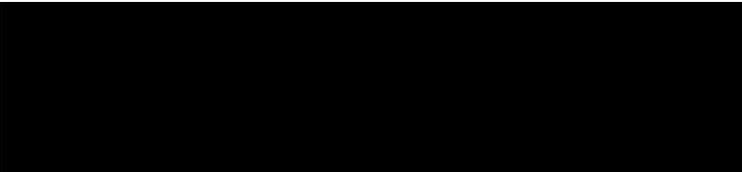
Packages of work relating to the KSL Reconditioning Packages 2020/21 Programme for 2020/21, and including the following projects:-



| | |
|--|--|
| |  |
| | <p>Contract Forms</p> <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information |
| | |

Contract Data

The *Client's* Contract Data

| | | |
|--|--|------------------------|
| | The <i>Client</i> is | |
| Name | Environment Agency | |
| Address for c |  | |
| Address for electronic c | | |
| | | |
| | | |
| The <i>site</i> is | Are described in the Scope section of the Contract Data | |
| The <i>starting date</i> is | 09 November 2020 | |
| The <i>completion date</i> is | 18 December 2020 | |
| The <i>delay dam</i> |  | |
| The <i>period</i> for reply is | 2 | weeks |
| The <i>defects date</i> is | 52 | weeks after Completion |
| The <i>defects correction period</i> is | 1 | week |
| The <i>assessment day</i> is | the last working day | of each month |
| The <i>retention</i> is | nil | % |
| The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply | | |
| The <i>Adjudicator</i> is : | | |
| In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes. | | |

Contract Data

The *Client's* Contract Data

| | | |
|--------------------------------------|-----|-------------------------------|
| The interest rate on late payment is | nil | % per complete week of delay. |
|--------------------------------------|-----|-------------------------------|

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

| | |
|---|--|
| For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to £100,000 | |
|---|--|

| | |
|---|------|
| The <i>Client</i> provides this insurance | None |
|---|------|

Insurance Table

| Event | | Insurance provided until |
|---|--|--|
| Loss of or damage to the <i>works</i> | | <i>Client's</i> certificate of completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | | defects Certificate has been issued |
| The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , <i>Plant</i> and <i>Materials</i> and <i>Equipment</i>) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> Providing the <i>Works</i> | | |
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising from or in the course of their employment in connection with this contract | | |
| Failure of the <i>Contractor</i> to use the skill and care normally used by professional persons providing works similar to the <i>works</i> | | years following Completion of whole of the <i>works</i> or earlier termination |

| | |
|--|---|
| The <i>Adjudicator nominating body</i> is | The Institution of Civil Engineers |
| | |
| The <i>tribunal</i> is | Litigation in the courts |
| | |
| The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions | |
| Only enter details here if additional conditions are required. | |
| Z1.0 | Sub-contracting |
| Z1.1 | The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them. |
| Z1.2 | Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice. |
| Z2.0 | Environment Agency as a regulatory authority |
| Z2.1 | The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. |
| Z2.2 | Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent. |
| Z2.3 | An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event. |
| Z3.0 | Confidentiality & Publicity |
| Z3.1 | The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement. |
| Z4.0 | Correctness of Site Information |
| Z4.1 | Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for Providing the Works. |
| Z5.0 | The Contracts (Rights of Third Parties) Act 1999 |
| Z5.1 | For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract. |
| Z6.0 | Design |
| Z6.1 | Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services. |
| Z6.2 | The <i>Contractor</i> designs the parts of the works, which the Scope states they are to design. |
| Z6.3 | The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design. |
| Z6.4 | The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully. |
| Z7.0 | Change to Compensation Events |
| Z7.1 | Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power |

| | |
|-------|--|
| | <ul style="list-style-type: none"> • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them |
| Z8.0 | Framework Agreement |
| Z8.1 | The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> . |
| Z9.0 | Termination |
| Z9.1 | Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments. |
| Z10.0 | Data Protection |
| Z10.1 | The requirements of the Data Protection Schedule shall be incorporated into this contract |
| Z11.0 | Liabilities and Insurance |
| Z11.1 | Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated. |
| Z12.0 | Packaging |
| Z12.1 | For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack |
| Z7.2 | Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31 December 2020.' |

Contract Data

The Contractor's Contract Data

| | | |
|--|--|------|
| The Contractor is | | |
| Name | Land and Water Services Ltd | |
| Address for | [REDACTED] | |
| Address for electronic communications | [REDACTED] [REDACTED] [REDACTED] | |
| The fee percentage is | As per Framework Agreement | % |
| The people rates are | As per Framework Agreement | |
| category of person | unit | rate |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| The published list of Equipment is | As per Framework Agreement | |
| The percentage for adjustment for Equipment is | As per Framework Agreement | |

Contract Data

The Contractor's Offer and Client's Acceptance

The Contractor offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The offered total of the Prices is

[REDACTED]

Enter the total of the prices from the Price Lists. This should be the total of all the projects listed below.

Signed on behalf of the Contractor

Name

[REDACTED]

Position

Estimator

Signature

T. A. [REDACTED]

Date

9.11.20

The Client accepts the Contractor's Offer to Provide the Works

Signed on behalf of the Client

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

Price List

Each project within each package has been priced separately. The *Contractor* has provided prices for all projects within all three packages of work.

The *Contractor* has provided the pricing for just the initial assessment of the projects. Upon completion of initial assessments, the projects requiring design and build will be selected by the *Client* and instructed under a different agreement.

Package 1

| Item Number | Description | Unit | Quantity | Rate | Price |
|-------------|---|------|----------|--------------------------------|-------|
| | REC_The Wick Outfall – Repairs | | | | |
| 1. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | REC_Isle of Grain Wall - Concrete/Joint Repairs | | | | |
| 2. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | REC_Vitbe Sluice - Gate Repairs (Incl. GI Lab Costs) | | | | |
| 3. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | <i>For Contractors use</i> | | | | |
| | | | | The total of the Prices | |

Package 2

| Item Number | Description | Unit | Quantity | Rate | Price |
|-------------|---|------|----------|------|-------|
| | REC_Warehorne Siphon | | | | |
| 1. | Initial assessment including site visits and assessment report. | 1 | item | | |

| | | | | | |
|--------------------------------|--|---|------|--|--|
| | | | | | |
| | REC_Skinners Yard - Repair | | | | |
| 2. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | REC_Brede Embankment Sea Cruises, Rye - Repair | | | | |
| 3. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | REC_Cooper Street Pumping Station - Inspection and Repair | | | | |
| 4. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | REC_Brewery Sluice - Trash Screen Replacement | | | | |
| 5. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | REC_Queenborough Sheet Piling | | | | |
| 6. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | Gazen Salts Nature Reserve Penstock Repairs | | | | |
| 7. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | MIOS_Aldington and Hothfield FSA - Embankment Repairs | | | | |
| 8. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | For <i>Contractors</i> use | | | | |
| | | | | | |
| | | | | | |
| The total of the Prices | | | | | |
| | | | | | |

Package 3

| Item Number | Description | Unit | Quantity | Rate | Price |
|--------------------------------|---|------|----------|------|-------|
| | CM_Sutcliffe Park FSA - Embankment Repairs | | | | |
| 1. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | REC_Lake 4 PS Roof Repairs | | | | |
| 2. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | Mottingham Lane Debris Screen Replacement | | | | |
| 3. | Initial assessment including site visits and assessment report. | 1 | item | | |
| | | | | | |
| | <i>For Contractors use</i> | | | | |
| | | | | | |
| The total of the Prices | | | | | |

| | | | | |
|--|--|---|-----|--|
| | Efficiency saving due to award of Package 1 and 2 | 1 | Sum | |
| | Efficiency saving due to award of Package 1 and 3 | 1 | Sum | |
| | Efficiency saving due to award of Package 2 and 3 | 1 | Sum | |
| | Efficiency saving due to award of Package 1, 2 and 3 | 1 | Sum | |
| | | | | |

The method and rules used to compile the Price List are:

Scope

1. Description of the works

The scope of works for this contract is just to carry out initial assessments of the projects in the packages and to provide a report capturing findings in the form of a report. The report should be in line with the template provided by the *Contractor* as part of the tender submission. The *Contractor* is to ensure that the report template for the assessment is accepted by the *Client* before the works commence.

The initial assessment output should contain (not limited to) findings, constraints on site such as site access, environmental issues, security issues, and safety issues, and detailed photographic records. These photos should capture the entire area requiring works and site constraints.

Upon award, the *Contractor* will satisfy himself with all dimensions for all works.

The *Contractor* must accept any risk surrounding likely damage caused by his method of working for all works.

The *Contractor* shall provide all site services required for their works and preliminary activities and supervision including welfare, site accommodation etc.

The *Contractor* must independently obtain and include all costs associated with any environmental permits, licences and approvals required to deliver the works. The *Contractor* shall commence FRAP consultations for the schemes where required in liaison with the *Client's* Project Manager.

The *Contractor* shall include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the works scope.

The *Contractor* shall provide the *Client's* Project Manager sufficient notice to arrange site visits for the assessments.

All access routes and working areas must be reinstated on completion of the works.

For the purposes of this contract, flooding is considered to be weather and related provisions are included within Clause 60.1.

The initial assessment process should include a Carbon Calculator developed in line with the *Client's* process. The template of the Carbon Calculator will be issued by the *Client* upon contract award.

The *Contractor* should produce risk assessments and method statements before works. The risk assessments and method statements will meet the requirements of the Construction Design and Management Regulations. The *Contractor* must adhere to the SHEW Code of Practice and provide any other information critical for acceptance by the *Client* before commencement on site.

The Information Delivery Plan (IDP) is a schedule of how the *Client* expects data to be shared between the *Client* and the *Contractor* working on the projects as part of Building Information Modelling (BIM). The *Contractor* must ensure that this protocol is adhered to, where required. It reflects the information that is already held for each project and the information that the *Client* expects to receive from the *Contractor*. The IDP is hosted on Asite and is accessible by the *Client* as well as the *Contractor* following award.

2. List the drawings that apply to the contract.

Sites are laid out across the South East of UK as per the map below. National Grid References for the sites are provided on the first page of this contract alongside the project titles.

3. Specifications

The deliverables should consider the below specification where applicable.

| Title | Date or Revision | Tick if publicly available |
|--|-------------------------|----------------------------|
| 'Civil Engineering Specification for the Water Industry, Seventh Edition', published by the Water Industry Research Ltd in 2011. | 7 th Edition | Yes |
| | | |

4. Constraints on how the *Contractor* Provides the Works

General Constraints

The projects have been screened by the Environment Agency's National Environmental Assessment Service (NEAS) as low risk, however, the *Contractor* should manage all activities in line with the Environmental Action Plan (EAP) for each project to minimise and mitigate environmental risks e.g. pollution. The *Contractor* shall provide an EAP where required.

The *Contractor* will ensure that a good level of communication is maintained with the project team and the APT team, as well as members of the public, so that the *Contractor's* activities whilst carrying out the works are mutually understood. However, formal public relations shall be managed by the *Client*. The *Contractor* shall notify the *Client* of all press or media enquiries.

The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances.

The *Contractor* (or any of his subcontractors or suppliers) shall not publish information about the works or use the site to demonstrate equipment or material to third parties without the written acceptance of the *Client*.

The *Contractor* shall notify the *Client* of any meetings requested by third parties so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Client* of all details.

The *Contractor* shall erect at the start of the Contract and remove at the end of the Contract two notice boards on site, if required by the *Client* (these will be provided by the *Client*). The notice boards shall be erected on Environment Agency land unless otherwise directed by the *Client*. The *Contractor* shall agree the locations of the notice boards with the *Client*. The boards shall be securely fixed to site fencing and clearly visible to the public.

The *Contractor* shall not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.

Access to Environment Agency assets, other buildings and operational plant must be maintained at all times. The *Contractor* shall ensure that the areas on the site are not affected by the works.

The *Client* may have telemetry and electrical supply equipment cabinets and other buildings within the asset area. These services are critical and should be avoided/protected from damage during the works. The *Client* may need access to these for operation and maintenance purposes so access should be maintained.

Due to the proximity of the sites residential housing at some of the sites, noise levels shall be monitored and kept to a minimum whenever possible.

The *Contractor* needs to maintain safe public access/interface during the construction works and implement appropriate safety measures to manage this risk.

All temporary works and access arrangements around them will be the sole responsibility of the *Contractor*.

The *Client* shall delegate the duties of administering the contract to an appointed *Client's* Delegate and onsite quality assurance to an appointed Supervisor (who shall also carry out Environmental Clerk duties as well). The delegated roles shall support the management of works. The *Contractor* should coordinate and collaborate with the *Client's* CDM Principal Designer, *Client's* Delegate and Supervisor to provide works. **The *Client* shall carry out the role of the *Client's* delegate and Supervisor until these roles are appointed. The *Client* shall notify the *Contractor* upon appointment of these roles.**

The *Contractor* shall attend Progress meetings, Early Warning meetings and Lessons Learned workshop as instructed by the *Client's* Delegate. In regard to the early warning clauses 15.1 and 15.2 in the NEC4 ECSC Contract, the *Client's* Delegate shall represent the *Client*. In The *Client's* Delegate or the *Contractor* may give an early warning by notifying the other of any other matter which could increase the *Contractor's* total cost. The *Client's* Delegate enters early warning matters in the Early Warning Register.

The *Client's* Delegate or *Contractor* may instruct other people to attend an early warning meeting if the other agrees.

A subcontractor may attend an early warning meeting if its attendance would assist in deciding the actions to be taken.

The *Contractor* shall provide access to work being done for the contract for

- the *Client's* Delegate,
- the Supervisor and
- Others as named by the *Client's Delegate*.

The *Contractor* and the Supervisor informs the other of each of their inspections before the inspection starts and afterwards informs the other of the results. The Supervisor may watch any test or inspection done by the *Contractor*.

The *Client* shall provide *Contractors* with site specific information pack with existing site information and a Microsoft Spreadsheet containing site details and site constraints. The *Contractor* shall request for further information from the *Client* where deemed inadequate to carry out their works.

Working times

Working hours shall be as follows:

07:30 to 18:00 Monday to Friday (other than for piling activities)

0800 to 18.00 Monday to Friday for piling activities

Delivery restrictions are limited to normal working hours as stated above.

No work will be permitted outside of these hours or on Public Holidays without the prior written acceptance of the *Client's* Delegate.

5. Requirements for the programme

Following contract award, a programme is to be submitted every 4 weeks for acceptance by the *Client's delegate*

- Microsoft Project version 2016 (MSP 16) software shall be used to prepare the programmes.
- The *Contractor* shall provide the *Client*, a PDF copy and a MSP 16 version of the programmes.
- Time is a key programme constraint on this Contract.
- Initial Assessments are to be completed and final reports provided to the *Client* no later than **18 December 2020**.
- In addition to the activities and timelines for the initial assessments, the programme shall also contain activities and timelines to design and build the projects.
- The projects that proceed into design and build upon instruction from the *Client*, shall have construction completed and handed over by no later than 30 April 2021.

The *Contractor* shall show on each programme submitted for acceptance

- Period required for mobilisation/planning and post contract award,
- The starting date, access dates, Key Dates and Completion Date,
- Planned Completion, • the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
- The order and timing of the work of the *Client* and Others as last agreed with them by the *Contractor* or, if not so agreed,
- The dates when the *Contractor* plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the *Client* and Others to do their work,
- Provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures set out in the contract,
- The dates when, in order to Provide the Works in accordance with the programme, the *Contractor* will need
 - access to a part of the Site if later than its access date,

- acceptances,
- Plant and Materials and other things to be provided by the *Client* and
- information from Others,
- For each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which will be used and
- Other information which the Scope requires the *Contractor* to show on a programme submitted for acceptance.

6. Services and other things provided by the *Client*

All site services required for initial assessments to be carried out should be provided by the *Contractors*.

| Item | Date by which it will be provided |
|----------------|-----------------------------------|
| Not applicable | - |
| | |

Site Information

For Site Information relating to the projects within the three packages, please refer to the Site Specific Packages

General Site Information

The Pre-Construction Information (PCI) for each site where provided, contains relevant site information. *Contractors* should be aware that this includes information relating to areas within Environment Agency ownership that are excluded from *Contractor* access. Further, the PCI also contains information on suggested areas where the *Contractor* may provide a site compound. It should be noted that any such suggestions do not constitute scope or represent an instruction. The PCI also contains information on available welfare; however, the *Contractor* should provide their own for the purposes of initial assessments.

| | | |
|------------|------------|------------------------------------|
| [Redacted] | | |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | Preparation of Initial Assessments |
| [Redacted] | Short form | |